

## REMARKS

Applicant respectfully requests reconsideration of this application in light of the foregoing amendments and the following remarks. In the office action (OA) mailed 09/30/2002, claims 37-49 were considered. The OA rejected claims 37-49 under the judicially created doctrine of obviousness-type double patenting in view of claims 1, 7 and 31-35 of U.S. Patent No. 6,341,981 to Gorman. Accordingly, a terminal disclaimer is filed herewith. In addition, the OA rejected claims 37 and 41-44 under 35 U.S.C. § 102(b) and claims 38-40 and 45-49 under 35 U.S.C. § 103(a). Accordingly, claim 42 has been canceled and claims 37, 41, 43, 44 and 48 have been amended as specified above. In particular, claim 48 was amended to broaden a limitation from "a module contact extending from a back cover within a module fixture" to "a module contact accessible from within a module fixture."

### CLAIMS 37 and 41-44 § 102(b) REJECTIONS

The OA rejected claims 37, 41, 42 and 44 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,486,121 to Miller ("Miller"); rejected claim 37 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,165,443 to Figart et al. ("Figart"); rejected claims 41 and 43 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,399,806 to Olson ("Olson"); and claims 37, 41 and 44 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,103,125 to Marrero ("Marrero"). OA, pp. 2-4. This response addresses those rejections below in the paragraph number order presented in the OA. FIGS. 4E, 7A, 8B from the present application are reproduced below to illustrate elements of Applicant's claims that patentably distinguish over each of Miller, Figart, Olson and Marrero.

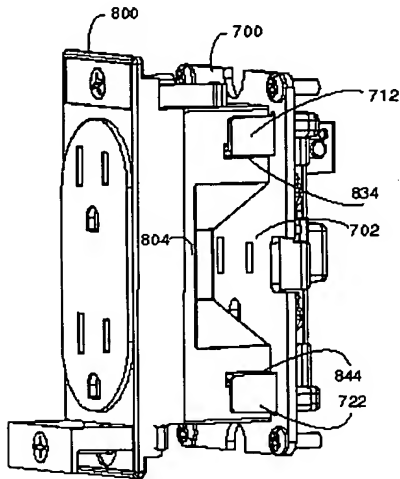


FIG. 4E

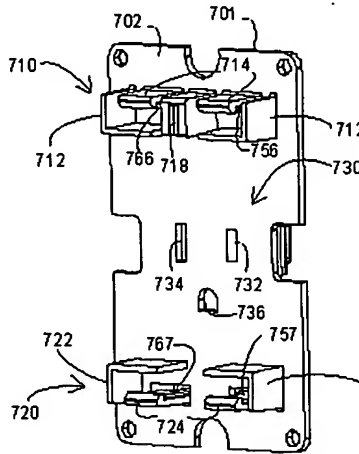


FIG. 7A

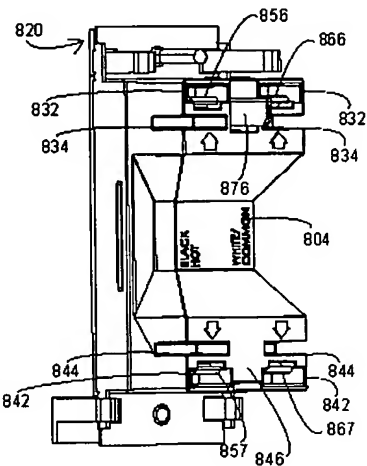
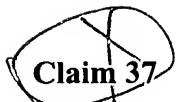
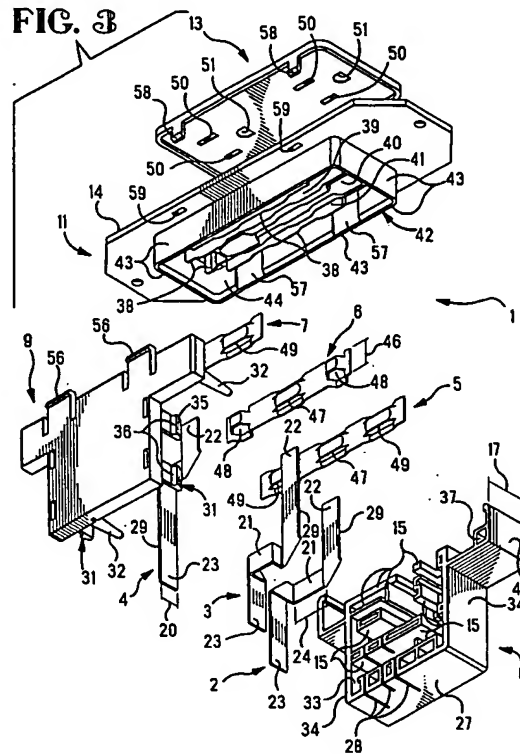


FIG. 8B



### Claims 37, 41 and 44 Rejections With Respect To Miller

FIG. 3 from Miller is reproduced below to illustrate that Claims 37, 41 and 44 patentably distinguish the electrical connector assembly of Miller.



#### Claim 37

With respect to claim 37, the OA states that Miller discloses "a plurality of fixtures (38) extending generally perpendicularly from said back cover (14)." OA p. 2, ¶ #1.

Claim 37, as amended, recites, in part:

An electrical module (800) comprising:

...

a plurality of module fixtures (832, 842) extending generally perpendicularly from said back cover (804); and

a plurality of contacts (856, 866, 857, 867) substantially shielded by said module fixtures,

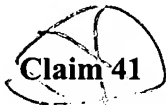
said contacts being in communications with said electrical function, and

said module fixtures configured to removably engage a corresponding plurality of panel fixtures (712, 722) extending generally perpendicularly from a wiring panel (700) mounted within an electrical box so as to bring said contacts in communications with an electrical power source connected to said panel.

Response, p. 1 (emphasis and reference numerals added, referring to Applicant's FIGS. 4E, 7A, 7B on p. 4, above).

Miller does not disclose a plurality of module fixtures that are configured to removably engage a plurality of panel fixtures. During examination, words of the claim must be given their plain meaning. *MPEP* §2111.01. The dictionary defines "engage" as meaning "to interlock or cause to interlock; mesh." *The American Heritage Dictionary*, 2nd College Edition, Houghton Mifflin Company, 1991.

Miller discloses that "molded internal walls 38," which the OA identifies as "a plurality of fixtures" defines "respective compartments 39, 40, 41 for the socket buses 5, 6, 7." Miller, c. 5, ll. 3-7. Miller does not teach that these internal walls 38 interlock or mesh with anything other than the socket buses 5, 6, 7, which the OA identifies as "a plurality of contacts." Thus, Miller does not disclose module fixtures configured to removably engage panel fixtures, as claimed. As such, Miller does not anticipate claim 37.



With respect to claim 41, the OA states that Miller discloses a wiring panel comprising "a plurality of panel fixtures (8, 9) configured to removably engage a module (11)." OA, p. 3, ¶1.

Claim 41, as amended, recites, in part:

An electrical wiring panel (700) comprising:

...

a plurality of panel contacts (756, 766, 757, 767) accessible from said front side (702); and

a plurality of panel fixtures (712, 722) disposed at least partially around said panel contacts,

said panel fixtures configured to removably engage a corresponding plurality of module fixtures (832, 842) extending from a functional module (800) so as to bring said panel contacts in electrical communications with a corresponding plurality of module contacts (856, 866, 857, 867).

Response, p. 2 (emphasis and reference numerals added, referring to Applicant's FIGS. 4E, 7A, 7B on p. 4, above).

Miller does not disclose a plurality of panel fixtures that are configured to removably engage a plurality of module fixtures. As argued above with respect to claim 37, the plain meaning of "engage" is to interlock or mesh. Miller does not disclose that the bus housing (8) and bus housing cover (9), which the OA identifies as "a plurality of panel fixtures" meshes or interlocks with a plurality of module fixtures, such as the molded internal walls (38). Thus,

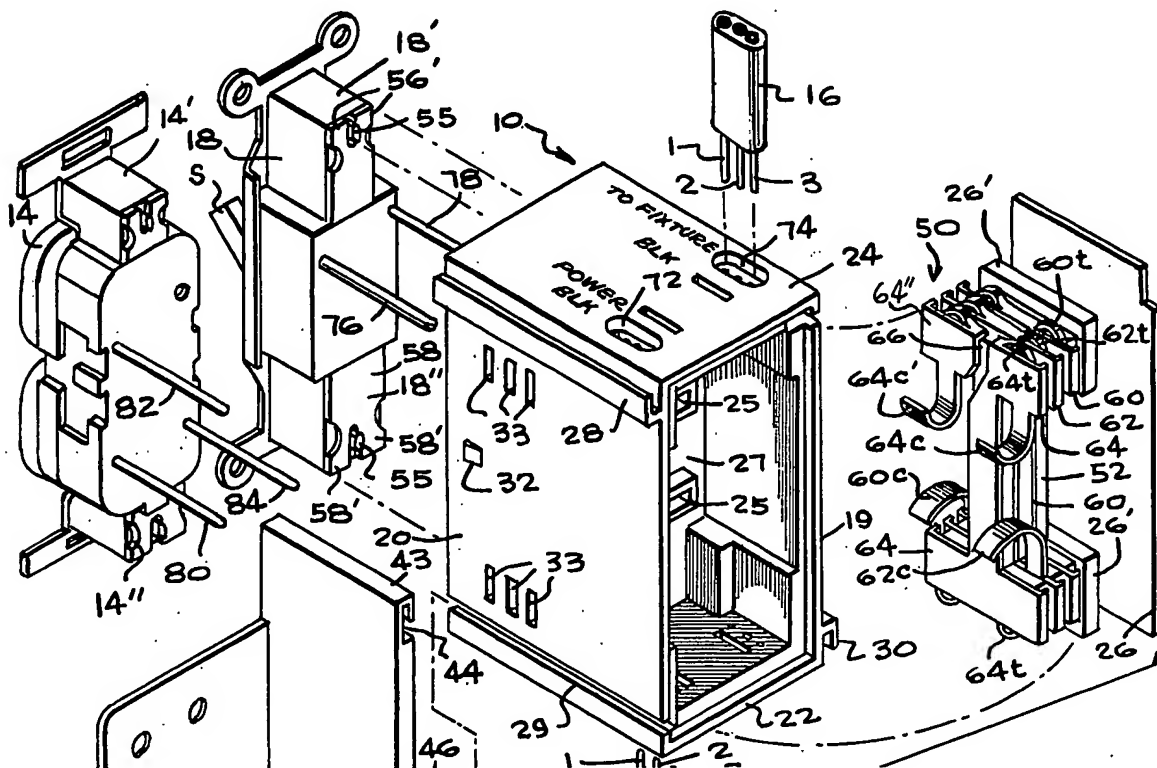
Miller does not disclose panel fixtures configured to removably engage module fixtures, as claimed. As such, Miller does not anticipate claim 41.

#### Claim 44

Although the OA cites that claim 44 is anticipated by Miller, the OA fails to set forth any explanation for this rejection. Without more, the OA fails to establish a prima facie case of anticipation with respect to the Miller reference.

#### 2. Claim 37 Rejection With Respect To Figart

A portion of FIG. 1 from Figart is reproduced below to illustrate that claim 37 patentably distinguishes the power distribution system of Figart.



With respect to claim 37, the OA states, in part, that Figart "discloses (Fig. 1-4) an electrical module (14) comprising . . . a plurality of fixtures (not shown) extending generally perpendicularly from said back cover." OA, p. 3, ¶ #2.

Claim 37, as amended, recites, in part:

An electrical module (800) comprising:

...

a plurality of module fixtures (832, 842) extending generally perpendicularly from said back cover (804); and

a plurality of contacts (856, 866, 857, 867) substantially shielded by said module fixtures,

said contacts being in communications with said electrical function, and

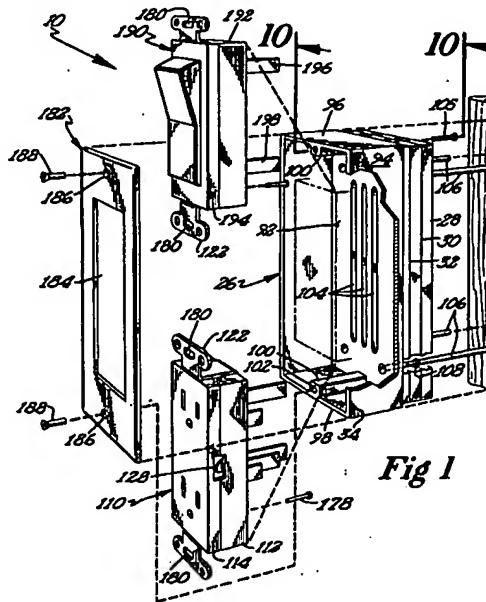
said module fixtures configured to removably engage a corresponding plurality of panel fixtures (712, 722) extending generally perpendicularly from a wiring panel (700) mounted within an electrical box so as to bring said contacts in communications with an electrical power source connected to said panel.

Response, p. 1 (emphasis and reference numerals added, referring to Applicant's FIGS. 4E, 7A, 7B on p. 4, above).

Figart does not disclose a plurality of module fixtures that are configured to removably engage a plurality of panel fixtures. As argued above with respect to claim 37 and Miller, the plain meaning of "engage" is to interlock or mesh. Because the OA cited "module fixtures" are not shown, Applicant assumes the cited structure is internal to the module (14). As such, the cited module fixtures cannot possibly interlock or mesh with the Figart divider panel (27) and/or the Figart bus plate ensemble (50). (Reference numerals referring to Figart Fig. 1, shown above).

Thus, Figart does not disclose module fixtures configured to removably engage panel fixtures, as claimed. As such, Figart does not anticipate claim 37.

A portion of FIG. 1 from Olson is reproduced below to illustrate that claims 37 patentably distinguishes the modular electrical wiring system of Olson.



With respect to claim 41, the OA states, in part, that Olson "discloses a wiring panel (28, 30, 32) comprising: . . . a plurality of panel fixtures (28, 30, 32) configured to removably engage a module (110)." OA, p. 3, ¶ #3.

An electrical wiring panel (700) comprising:

a plurality of panel contacts (756, 766, 757, 767) accessible from said front side (702); and

said panel fixtures configured to removably engage a corresponding plurality of module fixtures (832, 842) extending from a functional module (800) so as to bring said panel contacts in electrical communications with a corresponding plurality of module contacts (856, 866, 857, 867).

Olson does not disclose a plurality of panel fixtures that are configured to removably engage a plurality of module fixtures. As argued above, the plain meaning of "engage" is to interlock or mesh. Olson discloses:

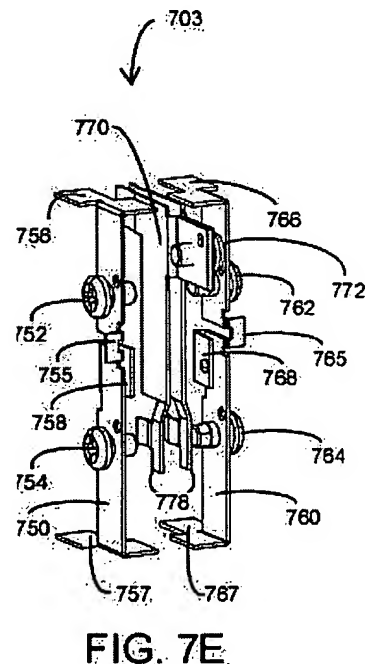
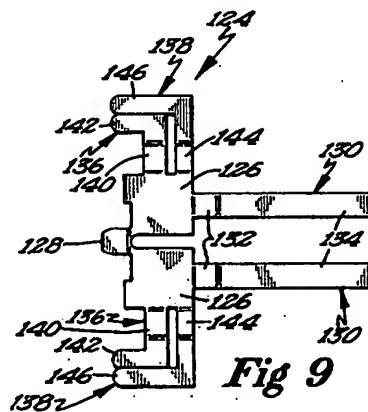
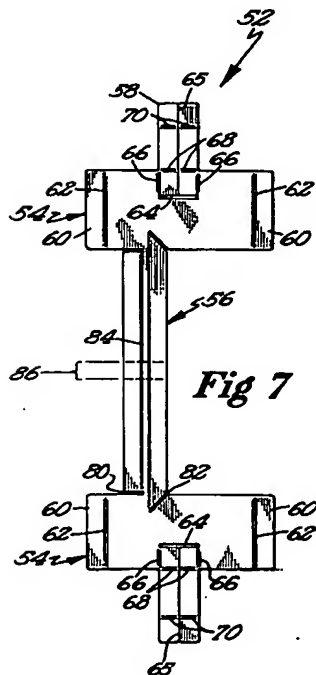
[A] modular electrical connection block 26. . . includes a neutral control box 28, a ground control box 30, a hot control box 32, and a housing or receptacle box 34 for receipt of an electrical device. . .

Boxes 28, 30, and 32 each slideably receive a bus bar 50 . . . of electrically conductive material . . .

Olson, c. 4, ll. 4-40. Olson also discloses module legs 130 have portions 134 that "engage bus bar 50." Olson, c. 6, ll. 30-36. Thus, Olson discloses module contacts 134 that engage panel contacts 50 held by internal boxes 28, 30, 32 which the OA identifies as panel fixtures. That is, the only "engaging" disclosed is between module contacts and panel contacts. The designated "panel fixtures" do not so much as touch anything on the module except, perhaps, the module contacts. However, claim 41 does not recite that the panel fixtures engage the module contacts, but rather the panel fixtures are configured to removably engage the module fixtures. Hence, Olson cannot anticipate claim 41.

#### Claim 43

A portion of Figs. 7 and 9 from Olson and Applicant's FIG. 7E are reproduced below to illustrate that claim 43 patentably distinguishes the modular electrical wiring system of Olson.





With respect to claim 43, the OA states: "Olson discloses plurality of breakaways (86). OA, p. 3, ¶ #3.

Claim 43, as amended, recites:

The electrical wiring panel according to claim 42 further comprising a plurality of breakaways (755, 765), one each located on a corresponding one of said busses (750, 760), said breakaways being removable so as to isolate a first portion of said panel contacts from a second portion of said panel contacts.

Response, p. 2 (emphasis and reference numerals added, referring to Applicant's FIG. 7E, above).

Olson states, with respect to Fig. 7:

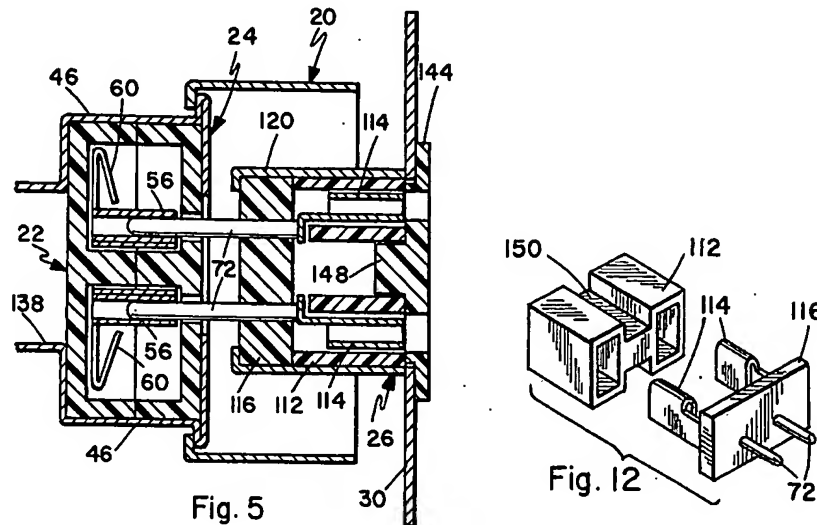
It should then be noted that in the installed condition, legs 202 and 218 are in electrical contact with bus bar 50 of box 32, with connecting portion 56 of bus bar 50 having removed portion 86 to electrically isolate the first and second head portions 54 from each other.

Olson c. 9, ll. 47-51 (emphasis added). Olson also states, with respect to Fig. 9: It should then be noted that tabs 128 can be broken through notches 168 in the field in a conventional manner if it is desired to electrically isolate the two halves of outlet 110." Olson, c. 7, ll. 59-62.

That is, Olson itself teaches the difference between a removed portion of the panel contacts (86) and a portion of the module contacts that can be broken (128). Thus, it cannot be said that Olson teaches a plurality of breakaways on the panel busses. Further Olson fails to recognize the advantage of having breakaways on the panel busses rather than on the module busses, which allows "The journeyman's work [to be] completed at the rough phase [of building construction], when installation of the wiring panel is complete." Spec. p. 3, ll. 27-28. Thus Olson does not anticipate claim 43 or otherwise render claim 43 obvious.

4. **Claims 37, 41 And 44 Rejections With Respect To Marrero**

Figs. 5 and 12 from Marrero is reproduced below to illustrate that claim 37, 41 and 44 patentably distinguish the modular electrical switch/outlet of Marrero.



**Claim 37**

With respect to claim 37, the OA states, in part, that: "Marrero discloses (Fig. 5, 12, 13) an electrical module comprising: . . . a plurality of fixtures (112) extending generally perpendicularly from said back cover; and a plurality of contacts (the portions connecting 114 and 72)." OA, pp. 3-4, ¶ #4.

Claim 37, as amended, recites, in part:

An electrical module (800) comprising:

...

a plurality of module fixtures (832, 842) extending generally perpendicularly from said back cover (804); and

a plurality of contacts (856, 866, 857, 867) substantially shielded by said module fixtures,

said contacts being in communications with said electrical function, and

said module fixtures configured to removably engage a corresponding plurality of panel fixtures (712, 722) extending generally perpendicularly from a wiring panel (700) mounted within an electrical box so as to bring said contacts in communications with an electrical power source connected to said panel.

Response, p. 1 (emphasis and reference numerals added, referring to Applicant's FIGS. 4E, 7A, 7B on p. 4, above).

Marrero does not disclose a plurality of module fixtures that are configured to removably engage a plurality of panel fixtures. Marrero states, with respect to a receptacle module embodiment shown in Fig. 12, above, that "[A]n insulator sleeve 112 is inserted over a pair of female spade terminals 114 mounted in an insulator backing 116." Marrero c. 5, ll. 8-12. That is, the insulator sleeve 112, identified in the OA as a module fixture, is but a single structure, which cannot be a plurality of module fixtures as specified in claim 37. Further, as shown in Marrero Fig. 5, the insulator sleeve 112 is separated from the junction cartridge 22 and junction cartridge clip 24, identified in the OA as "a wiring panel" by the insulator backing 116. Thus the insulator sleeve 112 does not so much as contact the junction cartridge 22 and junction cartridge clip 24. Hence, the insulator sleeve 112 cannot be a plurality of module fixtures that engage a plurality of panel fixtures. This is particularly true because, as argued above, the plain meaning of "engage" is to interlock or mesh. Clearly the insulator sleeve 112 does not interlock or mesh with either the junction cartridge 22 or the junction cartridge clip 24. Hence, Marrero does not anticipate claim 37.

#### **Claim 41**

With respect to claim 41, the OA states, in part, that: "Marrero discloses a wiring panel (22, 24) comprising: . . . a plurality of panel fixtures (46) configured to removably engage a module (26). OA, pp. 3-4, ¶ #4.

Claim 41, as amended, recites, in part:

An electrical wiring panel (700) comprising:

...

a plurality of panel contacts (756, 766, 757, 767) accessible from said front side (702); and

a plurality of panel fixtures (712, 722) disposed at least partially around said panel contacts,

said panel fixtures configured to removably engage a corresponding plurality of module fixtures (832, 842) extending from a functional module (800) so as to bring said panel contacts in electrical communications with a corresponding plurality of module contacts (856, 866, 857, 867).

Response, p. 2 (emphasis and reference numerals added, referring to Applicant's FIGS. 4E, 7A, 7B on p. 4, above).

Marrero does not disclose a plurality of panel fixtures that are configured to removably engage a plurality of module fixtures. As argued above, the plain meaning of "engage" is to interlock or mesh. Marrero discloses "The cartridge clip 24 includes a pair of side track-forming members 46 which slidably receive the junction cartridge . . ." Marrero, c. 3, ll. 18-20. It is apparent from Marrero Fig. 5, shown above, that the side track-forming members 46, which the OA designates as "panel fixtures" does not interlock or mesh with any aspect of the Marrero "receptacle module 26." Hence, Marrero cannot anticipate claim 41.

#### Claim 44

Applicant's FIG. 15 is reproduced below to illustrate that claim 44 patentably distinguishes Marrero.

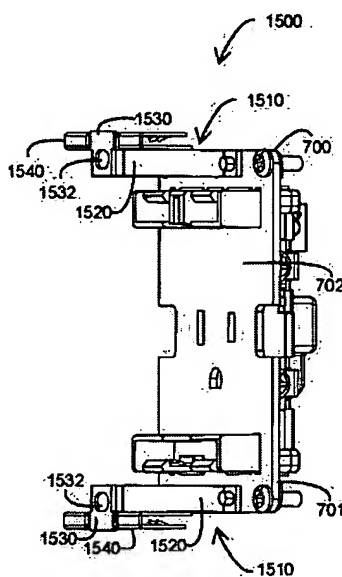


FIG. 15

With respect to claim 44, the OA states that "Marrero discloses a bracket (24). OA, pp. 3-4, ¶ #4. Claim 44, as amended, recites: "The electrical wiring panel (1500) according to claim 41 further comprising a bracket (1510) extending generally perpendicularly from said front side (702), said bracket adapted to mount said panel within said box."

As can be seen from Marrero Fig. 5, shown above, the Marrero junction cartridge clip 24 does not extend generally perpendicularly from a front side of the junction cartridge 22, identified by the OA as a "wiring panel." Indeed, as cited from Marrero with respect to claim 41, above, the cartridge clip slidably receives the junction cartridge.

As disclosed in the Applicant's specification with respect to FIG. 15: "The adapter wiring panel 1500 is installed within a standard electrical box . . . In this manner, a standard electrical box can be converted to a safety electrical outlet and switch system . . ." Spec. p. 39, ll. 3-8. By contrast, Marrero discloses an unconventional electrical box (20) having rear-located mounting tabs (42) for attachment of the Marrero mounting bracket, as opposed to the front located mounts of a conventional electrical box. As such, Marrero does not anticipate or otherwise render obvious claim 44.

### **CLAIMS 38-40 and 45-49 § 103(a) REJECTIONS**

The OA rejected claim 38 and 39 under 35 U.S.C. § 103(a) as being unpatentable over Miller; rejected claims 45-49 under 35 U.S.C. § 103(a) as being unpatentable over Figart; and rejected claims 38-40 under 35 U.S.C. § 103(a) as being unpatentable over Figart in view of U.S. Patent No. 4,403,824 to Scott ("Scott"). OA, pp. 4-6. This response addresses those rejections below in the paragraph number order presented in the OA.

#### **1. Claims 38 and 39 Rejections With Respect To Miller**

With respect to claims 38 and 39, the OA states, in part, that: "Miller discloses all of the limitations except for a ground bar for insertion in the corresponding slot of the wiring panel." OA, p. 4, ¶ #1. However, as argued above with respect to amended claim 37, Miller does not disclose a plurality of module fixtures that are configured to removably engage a plurality of panel fixtures. Claims 38 and 39 depend from claim 37 and, as such, have all of the limitations of claim 37. Therefore, without more, Miller cannot serve as a basis of rejecting claims 38 and 39 on obviousness grounds.

#### **2. Claims 45-49 Rejections With Respect To Figart**

With respect to both claims 45 and 48, the OA states that "Figart does not disclose that the panel feature (25) shielding a panel contact is a part of the front side of the wiring panel, teaching that the shielding feature as a part of the electrical box." OA, p. 4, ¶ #1 (citing *In re Japikse*, 86 USPQ 70 as holding that there is no invention in shifting location of parts to a different position).

#### **Claim 45**

Claim 45 recites:

An electrical wiring assembly comprising:  
a wiring panel having a front side and a back side,  
said front side having a panel fixture shielding a panel contact,  
said wiring panel installable within an electrical box; and  
an electrical module comprising a front cover and a back cover,  
said front cover providing a user accessible electrical function,  
said back cover having a module fixture shielding a module contact,  
said module fixture configured to engage said panel fixture so as to  
electrically connect said module contact with said panel contact.

Preliminary Amendment, p. 3 (emphasis added).

Figart does not disclose a module fixture configured to engage a panel fixture so as to electrically connect a module contact with a panel contact. As argued above, the plain meaning of "engage" is to interlock or mesh. Also, as argued above with respect to claim 37, the OA does not identify features of Figart that are a module fixture that engages a panel fixture. With respect to the Figart electrical box, the OA does not identify any feature of the electrical box that both shields a panel contact and engages a module fixture that shields a module contact. Thus, Figart cannot serve as a basis for rejecting claim 45 on obviousness grounds.

#### **Claim 48**

Claim 48, as amended, recites:

An electrical wiring assembly comprising:  
a wiring panel having a front side and a back side, said front side having a panel fixture extending generally perpendicularly from said front side and a panel contact accessible from within said panel fixture; and  
an electrical module comprising a front cover and a back cover, said front cover providing a user accessible electrical function, said back cover having a module fixture extending generally perpendicularly from said back cover and a module contact accessible from within said module fixture,  
said module fixture configured to removably engage said panel fixture so as to connect said module contact with said panel contact.

Response, p. 2 (emphasis added).

As argued above with respect to claim 45, Figart does not disclose a module fixture configured to removably engage a panel fixture so as to connect a module contact with a panel contact. Further, the OA does not identify any features of Figart where the panel fixture extends

generally perpendicularly from the panel front side and the module fixture extends generally perpendicularly from the module back cover. In addition, the OA does not identify any features of Figart where the panel contact is accessible from within the panel fixture and the module contact is accessible from with the module fixture. Thus, Figart cannot serve as a basis for rejecting claim 48 on obviousness grounds.

### **Claims 46-47 and 49**

With respect to claims 46-47 and 49, the OA states that Figart discloses all of the additionally cited limitations of these dependent claims. OA, p. 5, ¶ #2. However, as argued above with respect to claim 45 and amended claim 48, Figart does not disclose, among the other limitations specified above, a module fixture configured to engage a panel fixture. Because claims 46-47 depend from claim 45 and claim 49 depends from claim 48 and, as such, have all of the limitations of claims 45 and 48, respectively, without more, Figart cannot serve as a basis of rejecting claims 46-47 and 49 on obviousness grounds.

### **3. Claims 38-40 Rejections With Respect To Figart in view of Scott**

With respect to claims 38-40, the OA states, in part, that: "Figart discloses all of the limitations except for the configuration of the ground bar allowing insertion of the module in the specified orientation only." OA, p. 5, ¶ #3. However, as argued above with respect to amended claim 37, Figart does not disclose a plurality of module fixtures that are configured to removably engage a plurality of panel fixtures. Claims 38-40 depend from claim 37 and, as such, have all of the limitations of claim 37. Therefore, without more, Figart cannot serve as a basis of rejecting claims 38-40 on obviousness grounds.

In light of the foregoing amendments and remarks, Applicant respectfully submits that claims 37-41 and 43-49 are in condition for allowance. Applicant requests that this application be passed to issuance. If, however, the Examiner believes that any issue remains that requires clarification, the Examiner is invited to call the undersigned attorney of record at the number indicated below.

Respectfully submitted,

LAW OFFICE OF GLENN R. SMITH

Dated: 02/28/2003

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Attachment: Version with Markings to Show Changes Made





## VERSION WITH MARKINGS TO SHOW CHANGES MADE

### In the Claims:

Claims 37, 41, 43, 44 and 48 have been amended as follows:

37. (Amended) An electrical module comprising:

a front cover;

a back cover;

an electrical function being user accessible from said front cover;

a plurality of module fixtures extending generally perpendicularly from said back cover;

and

a plurality of contacts substantially shielded by said module fixtures,

said contacts being in communications with said electrical function; and

said module fixtures configured to removably engage a corresponding plurality of panel fixtures extending generally perpendicularly from a wiring panel mounted within an electrical box so as to bring said contacts in communications with an electrical power source connected to said panel.

41. (Amended) An electrical wiring panel [adapted to install within an electrical box and to accept a removable functional module, said panel] comprising:

a front side;

a back side;

a plurality of panel contacts accessible from said front side; and

a plurality of panel fixtures disposed at least partially around [and shielding] said panel contacts,

[said panel fixtures configured to removably engage said module so as to electrically connect said module to said panel contacts]

said panel fixtures configured to removably engage a corresponding plurality of module fixtures extending from a functional module so as to bring said panel contacts in electrical communications with a corresponding plurality of module contacts.

43. (Amended) The electrical wiring panel according to claim [41] 42 further comprising a plurality of breakaways, one each located on a corresponding one of said busses, said breakaways being removable so as to isolate a first portion of said panel contacts from a second portion of said panel contacts.

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44. (Amended) The electrical wiring panel according to claim 41 further comprising a bracket [attached to] extending generally perpendicularly from said front side, said bracket adapted to mount said panel within said box.

48. (Amended) An electrical wiring assembly comprising:  
a wiring panel having a front side and a back side, said front side having a panel fixture extending generally perpendicularly from said front side and a panel contact accessible from within said panel fixture; and

an electrical module comprising a front cover and a back cover, said front cover providing a user accessible electrical function, said back cover having a module fixture extending generally perpendicularly from said back cover and a module contact [extending from said back cover] accessible from within said module fixture,

said module fixture configured to removably engage said panel fixture so as to connect said module contact with said panel contact.